

07-06-2001



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MEDIQ/PRN LIFE SUPPORT SERVICES, INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation - Delaware  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: June 5, 2001

2. Name and address of receiving party(ies):

BNP PARIBAS  
787 Seventh Avenue  
New York, NY 10019

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation  
☒ Other - French bank

If assignee is not domiciled in the United States, a domestic representative designator is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)

76/218,302

B. Trademark Registration No.(s)

2,301,969 2,365,097 1,652,612 1,687,076 1,859,568

NUM 6/15/01

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: GLENN A. GUNDERSEN

DECHERT

4000 BELL ATLANTIC TOWER

1717 ARCH STREET

PHILADELPHIA, PA. 19103-2793

TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) .....\$165.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account  
(Including any underpayment)

8. Deposit account number: 04-0475

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James J. Johnston

Name of Person Signing

Signature

Date

6/15/01

Total number of pages including cover sheet, attachments, and document: [7]

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

07/03/2001 TDIAG: 00000061 040475 76218302  
01:00:481 40.00 C-  
02:00:482 125.00 C-

TRADEMARK  
REEL: 002324 FRAME: 0175

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of June 5, 2001, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of BNP PARIBAS ("BNPP"), as agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Mediq/PRN Life Support Systems, Inc., a Delaware corporation, Mediq Incorporated, a Delaware corporation, and the Subsidiary Guarantors named therein have entered into a Credit Agreement dated as of the date hereof (as it may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with BNPP, as Agent, and the Lender Parties party thereto. Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the execution and delivery of the Credit Agreement and the potential issuance of Letters of Credit by the Lender Parties under the Credit Agreement, each Grantor shall have executed that certain Security Agreement by and among the Grantors in favor of the Agent dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in certain intellectual property of Grantors to the Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental entities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) The United States, international, and foreign patents, patent applications, and patent licenses set forth on Exhibit A hereto including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit B hereto (the "Trademarks");

(iii) The United States and foreign copyright registrations, and copyright licenses set forth on Exhibit C hereto (the "Copyrights");

(iv) any and all causes of action for past, present and future infringement or breach of the Patents, Trademarks and Copyrights, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

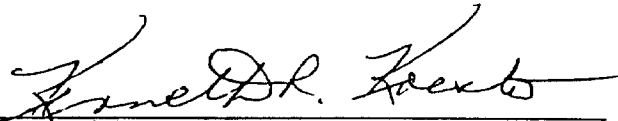
Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MEDIQ/PRN LIFE SUPPORT SERVICES, INC.

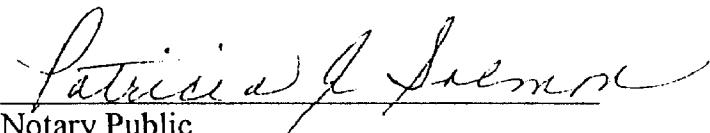
By:

  
Kenneth R. Koester  
Chief Financial Officer

Address:  
One MEDIQ Plaza  
Pennsauken, NJ 08110

STATE OF New Jersey  
COUNTY OF Camden :ss.:

On this 5<sup>th</sup> day of June 2001, before me personally came Kenneth R. Koester who, being duly sworn, did state as follows: that he is the Chief Financial Officer of MEDIQ/PRN Life Support Services, Inc., that he is authorized to execute the foregoing Intellectual Property Security Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
Notary Public

PATRICIA A. SALMON  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 28, 2005

**EXHIBIT A TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

**Patent Registrations:**

<b><u>Title:</u></b>	<b><u>Issue Date:</u></b>	<b><u>US Patent No.</u></b>
INTEGRATED SYSTEMS FOR TESTING AND CERTIFYING THE PHYSICAL, FUNCTIONAL, AND ELECTRICAL PERFORMANCE OF IV PUMPS	January 5, 1999	5,856,929
INTEGRATED SYSTEMS FOR TESTING AND CERTIFYING THE PHYSICAL, FUNCTIONAL AND ELECTRICAL PERFORMANCE OF IV PUMPS	April 21, 1998	5,742,519
INTEGRATED TEST ACTION STATION FOR LIQUID FLOW AND ELECTRICAL SAFETY CHARACTERISTICS OF IV PUMPS	February 10, 1998	5,717,603
SYSTEMS AND METHODS FOR TESTING PUMP FLOW RATES	March 4, 1997	5,608,650

**EXHIBIT B TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

<u>Trademark Registrations</u>	<u>Issue Date</u>	<u>U.S. Trademark Registration</u>
MAPP for pressure adjustment controls sold as part of therapeutic air support beds	December 21, 1999	2,301,969
MEDIQ/FST for therapeutic mattresses and mattress overlays designed to treat and prevent wound conditions	July 4, 2000	2,365,097
CERTAMATIC	July 30, 1991	1,652,612
SPECTREL MEDICAL	May 12, 1992	1,687,076
TRAK-M	October 25, 1994	1,859,568
<u>Trademark Applications</u>	<u>Filing Date</u>	<u>Serial Number</u>
CONVERTASSIST for wheeled chair convertible to a stretcher for use in patient transfer.	March 1, 2001	76-218,302

**EXHIBIT C TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

Copyrights

Title:

Reg. No.:

Understanding lithotripsy

PA661807

The Mid-kid self help guide

Txu425527